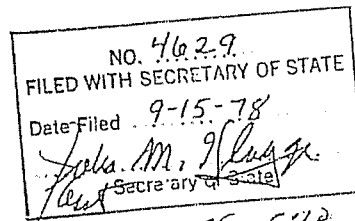


MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF WILLIAMS



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF WILLIAMS, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall

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WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall

include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

U.S. 66 and 2nd Street W.B.  
U.S. 66 and 2nd Street E.B.  
U.S. 66 at Milepost 164.53

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.
2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.
3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.
4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1979, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.
5. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic

signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

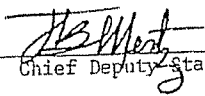
8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July, 1978, but in no event prior to its being filed with the Secretary of State.

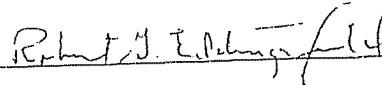
10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Chief Deputy State Engineer

CITY OF WILLIAMS

By:   
Title: MAYOR

ATTEST:

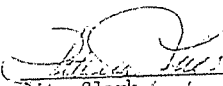
  
City Clerk

EXHIBIT "C"  
LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF WILLIAMS consummated on September 15, 1978 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]  
Chief Deputy State Engineer

CITY OF WILLIAMS

By: [Signature]  
Title: MAYOR

ATTEST:

[Signature]  
City Clerk

Date Signed: 9/1/78

GEORGE M. IRELAND  
DAVID L. LANGE  
RONALD F. LARSON

LAW OFFICES OF  
IRELAND, LANGE & LARSON, P.C.  
SUITE C COURTYARD BUILDING  
115 EAST GOODWIN STREET  
PRESCOTT, ARIZONA 86301  
TELEPHONE (602) 445-4790

WILLIAMS OFFICE  
341 EAST BILL WILLIAMS AVENUE  
POST OFFICE BOX 176  
WILLIAMS, ARIZONA 86046  
TELEPHONE (602) 635-2983

July 18, 1978

Honorable Robert Eddingfield  
City of Williams  
113 South First Street  
Williams, Arizona 86046

Re: Department of Transportation Inter-  
governmental Agreement

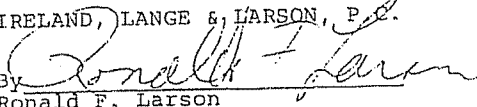
Dear Mayor Eddingfield:

This letter is offered in response to the Williams City Council's request of July 13, 1978 that our firm, as City Attorneys, make a determination concerning the form, powers, and authority of the City respecting Intergovernmental Agreement between the State of Arizona and the City of Williams concerning the operation and maintenance of traffic signals and/or highway lighting. After thoroughly reviewing the intergovernmental agreement it is the opinion of this office that the agreement is in proper form. Additionally, it is our opinion that the City of Williams is empowered by Arizona Revised Statutes §9-672 and the City Code of the City of Williams to enter into the agreement.

This letter should constitute a sufficient written determination that the agreement is in proper form and that the City is authorized under the law of this state to enter into the agreement. The letter may be incorporated into the agreement as exhibit "D" or utilized for any other purposes in implementing the agreement.

Sincerely,

IRELAND, LANGE & LARSON, P.C.

By   
Ronald F. Larson

RFL:1kl

cc: Jack Bradshaw

Minutes of the Regular City Council Meeting

City of Williams, Arizona

Held July 13, 1978, at 7:00 P.M.

The meeting was called to order by Mayor Bob Eddingfield at 7:15 P.M. and the following were present:

Mayor	Bob Eddingfield
Councilpersons	Gatril Ayala John Miller Myra Lilly Richard Dent Bonna Nelson
City Attorney	Ron Larson
Financial Advisor	Andy Tomlinson
City Manager	Jack Bradshaw
City Clerk	Patricia Iugo

The Pledge of Allegiance and the Invocation was given by Mr. Jack Bradshaw, City Manager with special thoughts for Mr. Evarts Wells, owner and Editor of the Williams News. The Tentative Agenda was accepted with a motion by Councilman Ayala, seconded by Councilwoman Lilly. Motion passed unanimously. The Minutes of June 6, June 8, June 12, June 19, and July 6, 1978 were accepted with a motion made by Councilman Dent, seconded by Councilwoman Nelson. Motion passed unanimously.

Mr. Bradshaw then introduced Jim Nelson and Rich Wetzal of Arizona Office of Economical Planning and Development. Mr. Wetzal handed out a resource pamphlet to the Council and members of the audience. This was a study on Economic Base Analysis. This study was done on the Williams area by the Chamber of Commerce. He explained the study to the Council and stated that with the use of this, we can further our economic status. Copies of this study will be made available to the public. Jim Nelson explained that the Industrial Development Authority has some Industrial Development Revenue Bonds that are tax exempt. These type bonds stimulate economic growth. He said that explained how this can be extremely useful in the growth of Cities without being binding as far as taxation. He then asked for questions from the Council. Mayor Eddingfield asked if it is common for a City to advertise that it has a Development Authority. Jim replied that it was. The Mayor asked if the Cities had been successful and Jim again replied that some had been successful.

Ron Larson, the City attorney stated that he had nothing to report. Mr. Bradshaw said that Farm Home Administration had given us a check for \$150,000.00 and that we would send a change order to be signed and a check in the amount of \$138,000.00 for Mc Kittrick Mud.

Andy Tomlinson reported that the Financial Report had been held up because of the end of the year Journal Entries at Lambson, Campbell, & Tenney. Mr. Bradshaw explained that the Claims report was large because of year end bills, end of Quarter bills, and Donna's vacation. Councilman Miller made the motion that we accept the Claims report as given, seconded by Councilman Ayala. Motion passed unanimously.

Collin Owens gave the Fire Department report, stating that we have been real busy since the 4th of July, plus 2 false alarms, on the North side. We would like to catch whoever this is. He also said that it is rough for the Fire Trucks to go through the kids etc, by the ball parks and not hurt them, but try to get there in time to save someone else. Mayor Eddingfield then thanked Collin and the Fire Department for the 4th of July Fireworks show.

Mr. Bradshaw gave the hospital report stating that on June 26th there was a deficit through the month of May of \$1,569.94. Councilman Miller made the motion to pay this amount, seconded by Councilwoman Nelson. Motion passed unanimously.

Mr. Bradshaw gave his City Manager's report:

1. As the Council remembers, all bids on the Airport project were higher than what we had on hand. We went back to A.D.O.T. for a 20 day extension on the opinion of our Attorney to negotiate with the lowest bidder. The Attorney General finally gave us the go ahead, but A.D.O.T. said no, because other people had not been given the opportunity to negotiate with the low bidder.
2. I would like permission to pursue another grant for a master plan and aerial photos of the Airport. Councilman Ayala said that this should be done, and the Council agreed.
3. The Senior Citizens Housing project will soon be started.
4. E.D.A. has picked the City as a pilot project and John Marchetti is coming to investigate the Shops building and the Park Picnic Site.
5. We are in the running for streets, curbs, gutters, etc. in low income areas from H.U.D.
6. H.U.D. has approved us for a grant for economic development if we can prove that we can create more employment by this.
7. There is a grant from A.D.O.T. on Safe Off System Roads, which would include Airport Road to Edison Ave.
8. E.P.A. called about the Wastewater Treatment Plant. They came with their mobile units and are re-evaluating us. We will stay on the high priority list until February of 1979. At this time we have no further information.
9. There is a meeting on Energy Conservation Wednesday. I, and some supervisors will attend.
10. We will start on the Parks and Recreation fencing soon. The old fence will be re-used, for dog runs & animal control, etc.
11. We asked the County to help with the funding of dispatchers. They do not intend to do this, they will go from \$75.00 to \$150.00 per month and next year they will pay 1 full salary. The County uses our dispatchers approximately 40%.
12. Jim Hoffman has asked the City to help with sending the Mickey Mantle Baseball team to Compton, Calif. They are asking \$500.00 to defray the costs for this trip. Councilman Ayala stated that whatever is available, we should be able to help them. Councilman Miller said we'll let you know Tuesday nite, after our meeting Monday.
13. A.C.C. has put a man here at the weigh station. He has been very successful. There will be 7 Federal and 8 Corporation Commission men here Tuesday, through Thursday to stop the trucks. I have invited John Wettaw and Sam McConnell here for pictures and publicity. Mayor Eddingfield said that he thought that was a good idea.
14. We received a letter from the Santa Fe raising the amount of our lease. We can't dispose of that building by November 1, but we will be moved by that time. Mayor Eddingfield instructed Mr. Bradshaw to write a letter to that effect.



Councilman Ayala asked if there was a date that the construction of the City Park and the City Shop must be done. Mr. Bradshaw answered that there was, but we are moving right along. The water report was then read by the Council and all department reports were approved with a motion made by Councilman Miller, and seconded by Councilwoman Lilly. Motion passed unanimously.

A grant is available in the amount of \$2,000.00 for repair to one person, a homeowner in the poverty level, for Rural Home Repair. Applicants should send an application to the Energy Advisory Committee and they will select the winner of the Grant. The City is needed only to sponsor the program. Councilman Miller made a motion that we go ahead with the program as long as we are only the sponsor. Councilman Dent seconded the motion and it passed unanimously.

Coconino County has requested water usage (raw) out of Cataract lake. They would have it metered and would pay the City rates for rural water consumption. We have an ordinance which states that we can cut off outside water users whenever there is a shortage. Councilman Ayala made the motion that we negotiate with the County under the existing ordinance. The Motion was seconded by Councilman Miller and it passed unanimously.

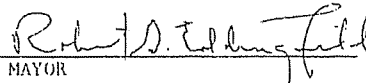
Mr. Bradshaw then said that Arizona Department of Transportation wants an Intergovernmental Agreement with the City that the City will be responsible for the energy charges in the light signals in town. That would be all that the City would be responsible for, and this must be approved by our attorney also. He said that he thought this would be a good thing. Harry Cole said that the 4 corner lights are also connected, which he thought are necessary, but A.D.O.T. did not. Mr. Bradshaw said that that is no problem. Councilman Miller made a motion that we sign the agreement, seconded by Councilman Ayala. Motion passed unanimously.

Andy Tomlinson, explained the procedures of adopting a Tentative Budget. When the Council accepts Resolution #579 adopting the Tentative Budget, nothing can be added, only taken off. He then went over the Tentative Budget with the Council. The Tentative Budget and the Resolution (#579) must be published for 2 consecutive weeks. Resolution #579 was then read by Patti Lugo, the City Clerk. Councilman Ayala made the motion to pass the resolution and Councilwoman Nelson seconded it. Motion passed unanimously.


Councilman Ayala then made a motion that the City sell the bicycles and the junk that has accumulated, and has never been claimed, at a public auction and sale. Councilman Miller seconded the motion and it passed unanimously. The appointment to the Ski Committee was tabled by the Council for the time being. Permission to go to bid for a new dump truck was requested. Councilman Dent made the motion that this be done, seconded by Councilwoman Lilly. Motion passed unanimously.

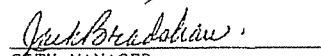
Harry Cole then said that the lights on the Christmas tree should be taken down and save them for next year. Mayor Eddingfield suggested that the lights be taken under advisement.

There being no further business to come before the Council at this time, the meeting was adjourned with a motion from Councilman Ayala, and seconded by Councilman Miller. Motion passed unanimously, at 9:45 P.M.

  
MAYOR

ATTEST:

  
CITY CLERK

  
CITY MANAGER



OFFICE OF THE  
Attorney General  
1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX ARIZONA 85007

John A. LaSota, Jr  
~~XXXXXXXXXXXX~~  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

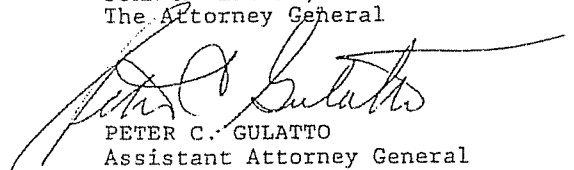
DETERMINATION

A. G. Contract No. 78-573 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract

DATED this 22<sup>nd</sup> day of July August, 1978.

JOHN A. LASOTA, JR.  
The Attorney General

  
PETER C. GULATTO  
Assistant Attorney General